

**RECORDING SUPPLEMENT TO  
OPERATING AGREEMENT AND FINANCING STATEMENT**

THIS AGREEMENT, entered into by and between Chesapeake Appalachia, L.L.C., hereinafter referred to as "Operator," and the signatory party or parties other than Operator, hereinafter referred to individually as "Non-Operator," and collectively as "Non-Operators."

WHEREAS, the parties to this agreement are owners of Oil and Gas Leases and/or Oil and Gas Interests in the land identified in Exhibit "A-1" and Exhibit "A-2" (said land, Leases and Interests being hereinafter called the "Contract Area"), and in any instance in which the Leases or Interests of a party are not of record, the record owner and the party hereto that owns the interest or rights therein are reflected on Exhibit "A-1" and Exhibit "A-2";

WHEREAS, the parties hereto have executed an Operating Agreement dated February 12, 2009, but amended January 12, 2010 and September 8, 2010 (herein the "Operating Agreement"), covering the Contract Area for the purpose of exploring and developing such lands, Leases and Interests for Oil and Gas; and

WHEREAS, the parties hereto have executed this agreement for the purpose of imparting notice to all persons of the rights and obligations of the parties under the Operating Agreement and for the further purpose of perfecting those rights capable of perfection.

NOW, THEREFORE, in consideration of the mutual rights and obligations of the parties hereto, it is agreed as follows:

1. This agreement supplements the Operating Agreement, ~~which Agreement in its entirety is incorporated herein for reference,~~ and all terms used herein shall have the meaning ascribed to them in the Operating Agreement.

2. The parties do hereby agree that:

- A. The Oil and Gas Leases and/or Oil and Gas Interests of the parties comprising the Contract Area shall be subject to and burdened with the terms and provisions of this agreement and the Operating Agreement, and the parties do hereby commit such Leases and Interests to the performance thereof.
- B. The exploration and development of the Contract Area for Oil and Gas shall be governed by the terms and provisions of the Operating Agreement, as supplemented by this agreement.
- C. All costs and liabilities incurred in operations under this agreement and the Operating Agreement shall be borne and paid, and all equipment and materials acquired in operations on the Contract Area shall be owned, by the parties hereto, as provided in the Operating Agreement.
- D. Regardless of the record title ownership to the Oil and Gas Leases and/or Oil and Gas Interests identified on Exhibit "A," all production of Oil and Gas from the Contract Area shall be owned by the parties as provided in the Operating Agreement; provided nothing contained in this agreement shall be deemed an assignment or cross-assignment of interests covered hereby.
- E. Each party shall pay or deliver, or cause to be paid or delivered, all burdens on its share of the production from the Contract Area as provided in the Operating Agreement.
- F. An overriding royalty, production payment, net profits interest or other burden payable out of production hereafter created, assignments of production given as security for the payment of money and those overriding royalties, production payments and other burdens payable out of production heretofore created and defined as Subsequently Created Interests in the Operating Agreement shall be (i) borne solely by the party whose interest is burdened therewith, (ii) subject to suspension if a party is required to assign or relinquish to another party an interest which is subject to such burden, and (iii) subject to the lien and security interest hereinafter provided if the party subject to such burden fails to pay its share of expenses chargeable hereunder and under the Operating Agreement, all upon the terms and provisions and in the times and manner provided by the Operating Agreement.
- G. The Oil and Gas Leases and/or Oil and Gas Interests which are subject hereto may not be assigned or transferred except in accordance with those terms, provisions and restrictions in the Operating Agreement regulating such transfers.

This agreement and the Operating Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, devisees, legal representatives, and assigns, and the terms hereof shall be deemed to run with the leases or interests included within the lease Contract Area.

- H. The parties shall have the right to acquire an interest in renewal, extension and replacement leases, leases proposed to be surrendered, wells proposed to be abandoned, and interests to be relinquished as a result of non-participation in subsequent operations, all in accordance with the terms and provisions of the Operating Agreement.
- I. The rights and obligations of the parties and the adjustment of interests among them in the event of a failure or loss of title, each party's right to propose operations, obligations with respect to participation in operations on the Contract Area and the consequences of a failure to participate in operations, the rights and obligations of the parties regarding the marketing of production, and the rights and remedies of the parties for failure to comply with financial obligations shall be as provided in the Operating Agreement.
- J. Each party's interest under this agreement and under the Operating Agreement shall be subject to relinquishment for its failure to participate in subsequent operations and each party's share of production and costs shall be reallocated on the basis of such relinquishment, all upon the terms and provisions provided in the Operating Agreement.
- K. All other matters with respect to exploration and development of the Contract Area and the ownership and transfer of the Oil and Gas Leases and/or Oil and Gas Interest therein shall be governed by the terms and provisions of the Operating Agreement.

3. The parties hereby grant reciprocal liens and security interests as follows:

- A. Each party grants to the other parties hereto a lien upon any interest it now owns or hereafter acquires in Oil and Gas Leases and Oil and Gas Interests in the Contract Area, and a security interest and/or purchase money security interest in any interest it now owns or hereafter acquires in the personal property and fixtures on or used or obtained for use in connection therewith, to secure performance of all of its obligations under this agreement and the Operating Agreement including but not limited to payment of expense, interest and fees, the proper disbursement of all monies paid under this agreement and the Operating Agreement, the assignment or relinquishment of interest in Oil and Gas Leases as required under this agreement and the Operating Agreement, and the proper performance of operations under this agreement and the Operating Agreement. Such lien and security interest granted by each party hereto shall include such party's leasehold interests, working interests, operating rights, and royalty and overriding royalty interests in the Contract Area now owned or hereafter acquired and in lands pooled or unitized therewith or otherwise becoming subject to this for use in connection therewith (including, without limitation, all wells, tools, and tubular goods), and accounts (including, without limitation, accounts arising from the sale of production at the wellhead), contract rights, inventory and general intangibles relating thereto or arising therefrom, and all proceeds and products of the foregoing.
- B. Each party represents and warrants to the other parties hereto that the lien and security interest granted by such party to the other parties shall be a first and prior lien, and each party hereby agrees to maintain the priority of said lien and security interest against all persons acquiring an interest in Oil and Gas Leases and Interests covered by this agreement and the Operating Agreement by, through or under

such party. All parties acquiring an interest in Oil and Gas Leases and Oil and Gas Interests covered by this agreement and the Operating Agreement, whether by assignment, merger, mortgage, operation of law, or otherwise, shall be deemed to have taken subject to the lien and security interest granted by the Operating Agreement and this instrument as to all obligations attributable to such interest under this agreement and the Operating Agreement whether or not such obligations arise before or after such interest is acquired.

- C. To the extent that the parties have a security interest under the Uniform Commercial Code of the state in which the Contract Area is situated, they shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by a party for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any party in the payment of its share of expenses, interest or fees, or upon the improper use of funds by the Operator, the other parties shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such defaulting party's share of Oil and Gas until the amount owed by such party, plus interest, has been received, and shall have the right to offset the amount owed against the proceeds from the sale of such defaulting party's share of Oil and Gas. All purchasers of production may rely on a notification of default from the non-defaulting party or parties stating the amount due as a result of the default, and all parties waive any recourse available against purchasers for releasing production proceeds as provided in this paragraph.
  - D. If any party fails to pay its share of expenses within one hundred-twenty (120) days after rendition of a statement thereof by Operator the non-defaulting parties, including Operator, shall, upon request by Operator, pay the unpaid amount in the proportion that the interest of each such party bears to the interest of all such parties. The amount paid by each party so paying its share of the unpaid amount shall be secured by the liens and security rights described in this paragraph 3 and in the Operating Agreement, and each paying party may independently pursue any remedy available under the Operating Agreement or otherwise.
  - E. If any party does not perform all of its obligations under this agreement or the Operating Agreement, and the failure to perform subjects such party to foreclosure or execution proceedings pursuant to the provisions of this agreement or the Operating Agreement, to the extent allowed by governing law, the defaulting party waives any available right of redemption from and after the date of judgment, any required valuation or appraisal of the mortgaged or secured property prior to sale, any available right to stay execution or to require a marshalling of assets and any required bond in the event a receiver is appointed. In addition, to the extent permitted by applicable law, each party hereby grants to the other parties a power of sale as to any property that is subject to the lien and security rights granted hereunder or under the Operating Agreement, such power to be exercised in the manner provided by applicable law or otherwise in a commercially reasonable manner and upon reasonable notice.
  - F. The lien and security interest granted in this paragraph 3 supplements identical rights granted under the Operating Agreement.
  - G. Each party agrees that the other parties shall be entitled to utilize the provisions of Oil and Gas lien law or other lien law of any state in which the Contract Area is situated to enforce the obligations of each party hereunder and under the Operating Agreement. Without limiting the generality of the foregoing, to the extent permitted by applicable law, Non-Operators agree that Operator may invoke or utilize the mechanics' or materialmen's lien law of the state in which the Contract Area is situated in order to secure the payment to Operator of any sum due under this agreement and the Operating Agreement for services performed or materials supplied by Operator.
  - H. The above described security may be financed at the wellhead of the well or wells located on the Contract Area and this Recording Supplement may be filed in the land records in the County or Parish in which the Contract Area is located, and as a financing statement in all recording offices required under the Uniform Commercial Code or other applicable state statutes to perfect the above-described security interest, and any party hereto may file a continuation statement as necessary under the Uniform Commercial Code, or other state laws.
4. This agreement shall be effective as of the date of the Operating Agreement as above recited. Upon termination of this agreement and the Operating Agreement and the satisfaction of all obligations thereunder, Operator is authorized to file of record in all necessary recording offices a notice of termination, and each party hereto agrees to execute such a notice of termination as to Operator's interest, upon the request of Operator, if Operator has complied with all of its financial obligations.
  5. This agreement and the Operating Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors and assigns. No sale, encumbrance, transfer or other disposition shall be made by any party of any interest in the Leases or Interests subject hereto except as expressly permitted under the Operating Agreement and, if permitted, shall be made expressly subject to this agreement and the Operating Agreement and without prejudice to the rights of the other parties. If the transfer is permitted, the assignee of an ownership interest in any Oil and Gas Lease shall be deemed a party to this agreement and the Operating Agreement as to the interest assigned from and after the effective date of the transfer of ownership; provided, however, that the other parties shall not be required to recognize any such sale, encumbrance, transfer or other disposition for any purpose hereunder until thirty (30) days after they have received a copy of the instrument of transfer or other satisfactory evidence thereof in writing from the transferor or transferee. No assignment or other disposition of interest by a party shall relieve such party of obligations previously incurred by such party under this agreement or the Operating Agreement with respect to the interest transferred, including without limitation the obligation of a party to pay all costs attributable to an operation conducted under this agreement and the Operating Agreement in which such party has agreed to participate prior to making such assignment, and the lien and security interest granted by Article VII.B. of the Operating Agreement and hereby shall continue to burden the interest transferred to secure payment of any such obligations.
  6. Notwithstanding anything herein to the contrary, in the event of a conflict between the terms and provisions of this agreement and the terms and provisions of the Operating Agreement, then, as between the parties, the terms and provisions of the Operating Agreement shall control.
  7. This agreement shall be binding upon each Non-Operator when this agreement or a counterpart thereof has been executed by such Non-Operator and Operator notwithstanding that this agreement is not then or thereafter executed by all of the parties to which it is tendered or which are listed on Exhibit "A" as owning an interest in the Contract Area or which own, in fact, an interest in the Contract Area. In the event that any provision herein is illegal or unenforceable, the remaining provisions shall not be affected, and shall be enforced as if the illegal or unenforceable provision did not appear herein.

8.—Other Provisions:

George M. Bradley, who has prepared and circulated this form for execution, represents and warrants that the form was printed from and, with the exception(s) listed below is identical to the AAPL Form 610RS-1989 Model Form Recording Supplemental to Operating Agreement and Financing Statement, as published in computerized forms by Forms On-A-Disk, Inc. No changes, alterations, or modifications, other than those made by strikethrough and/or insertions ~~and that are clearly recognizable as changes in Articles~~, have been made to the form.

IN WITNESS WHEREOF, this agreement shall be effective as of commencement of operations of the initial well.

ATTEST OR WITNESS:

CHESAPEAKE APPALACHIA, L.L.C.,  
OPERATOR

By \_\_\_\_\_

Henry J. Hood

Type or print name

Title Senior Vice President - Land and Legal & General Counsel

Date \_\_\_\_\_

Tax ID or S.S. No. 20-3774650

ATTEST OR WITNESS:

STATOIL USA ONSHORE PROPERTIES INC., AS  
SUCCESSOR TO STATOILHYDRO USA ONSHORE  
PROPERTIES INC.,

NON-OPERATOR

By \_\_\_\_\_

M.K. Williams

Type or print name

Title Land Manager - Onshore Gas

Date 8 October 2010

Tax ID or S.S. No. FEIN 26-3666667

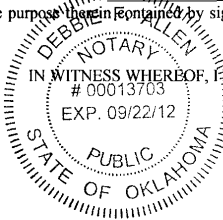
Jan Pest  
MARSHALL County 10:47:41 AM  
Instrument No 1293189  
Date Recorded 10/14/2010  
Document Type O&G  
Pages Recorded 7  
Book-Page 710-196  
Recording Fee \$12.00  
Additional \$6.00

ACKNOWLEDGMENT

OPERATOR:

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF OKLAHOMA )

On this, the 28th day of Sept, 2010, before me Debbie Allen, the undersigned officer, personally appeared Henry J. Hood, who acknowledged himself to be the Senior Vice President – Land and Legal & General Counsel of Chesapeake Appalachia, L.L.C., a corporation, and that he as such Senior Vice President – Land and Legal & General Counsel, being authorized to do so, executed foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Senior Vice President – Land and Legal & General Counsel.



IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: \_\_\_\_\_  
Signature/Notary Public: Debbie Allen  
Name/Notary Public (print): \_\_\_\_\_

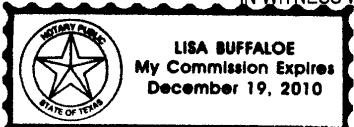
ACKNOWLEDGMENT

NON-OPERATOR:

STATE OF TEXAS §  
 ) §  
COUNTY OF HARRIS §

On this 8th day of October, 2010, before me Lisa Buffaloe, the undersigned officer, personally appeared Paul A. Taranto who acknowledged himself to be the "Attorney in Fact" for and on behalf of Statoil USA Onshore Properties Inc., a corporation, and that he as such Attorney in Fact for and on behalf of Statoil USA Onshore Properties, Inc., being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing for and on behalf of the corporation by himself as Attorney in Fact for and on behalf of Statoil USA Onshore Properties, Inc.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



My Commission Expires: 12/19/10  
Signature/Notary Public: Lisa Buffaloe  
Name/Notary Public (printed): Lisa Buffaloe

COLUMBA GAS TRANSMISSION UNIT  
(fka Elson Unit)  
Liberty District  
Marshall County, West Virginia

CHESAPEAKE APPALACHIA, L.L.C. / STATOIL USA ONSHORE PROPERTIES INC. - JOINT LEASES CONTRIBUTED	LESSOR	LESSEE	LEASE DATE	RECORDING INFORMATION	DISTRICT	COUNTY	TAX MAP PARCEL ID NUMBERS	TITLED ACRES	NET ACRES IN UNIT
<b>CHESAPEAKE LEASE NUMBER</b>									
1-236929-000	William H. Deal	Columbia Natural Resources	4/4/2005	Book 645, Page 347	Liberty	Marshall	7-17-20 21, 22, 33, 34, 34.1, & 34.2	225.690000	203.775162
1-236973-000	J.P. Reid, guardian of Elsie Avarona Miller, Albert Miller and Anna M. Miller, George Miller and Chris Miller, Edward Rowlands and Myrtle Rowlands, Albert Beebe and Della Beebe	Chesapeake Appalachia, L.L.C.	2/9/2007	Book 658, Page 217	Liberty	Marshall	7-19-10	65.150000	42.169743
1-264727-000		The Manufacturers Light and Heat Company	10/18/1919	Book 160, Page 360	Liberty	Marshall	7-19-12	75.050000	10.802811
1-236923-001	Stephen W. Burge and Judith A. Burge	Chesapeake Appalachia, L.L.C.	2/16/2007	Book 659, Page 203	Liberty	Marshall	7-19-12, 3, 5, 6, 7, 8, 8.1, 8.2, 8.3, 8.6, 8.7, 8.8, 8.9, 9, 10.1, 11, 39, 40.8, 41	67.714000	20.398987
1-236923-002	John C. Richards and Sonia M. Richards	Chesapeake Appalachia, L.L.C.	4/16/2007	Book 659, Page 591	Liberty	Marshall	7-19-12, 3, 5, 6, 7, 8, 8.1, 8.2, 8.3, 8.6, 8.7, 8.8, 8.9, 9, 10.1, 11, 39, 40.8, 41	97.714000	61.196600
1-240107-001	Janel L. Pochan	Chesapeake Appalachia, L.L.C.	5/2/2007	Book 660, Page 409	Liberty	Marshall	7-16-7, 7.1 & 7.2	71.000000	5.895194
1-240107-002	Patricia Phillips and Edward S. Phillips	Chesapeake Appalachia, L.L.C.	5/23/2007	Book 660, Page 500	Liberty	Marshall	7-16-7, 7.1 & 7.2	71.000000	0.975885
1-240107-003	Mary Irene Curneely Dodd	Chesapeake Appalachia, L.L.C.	5/24/2007	Book 660, Page 503	Liberty	Marshall	7-16-7, 7.1 & 7.2	71.000000	0.975885
1-240107-004	Arthur Lavene Gray	Chesapeake Appalachia, L.L.C.	5/31/2007	Book 661, Page 103	Liberty	Marshall	7-16-7, 7.1 & 7.2	71.000000	0.487933
1-240107-005	C. Dwaine Gray and Virginia W. Gray	Chesapeake Appalachia, L.L.C.	6/11/2007	Book 661, Page 556	Liberty	Marshall	7-16-7, 7.1 & 7.2	71.000000	0.975885
1-240107-006	Carl E. Schorer, Jr.	Chesapeake Appalachia, L.L.C.	6/11/2007	Book 661, Page 562	Liberty	Marshall	7-16-7, 7.1 & 7.2	71.000000	0.975885
1-240107-007	Clark Richard Gray and Lillian Gray	Chesapeake Appalachia, L.L.C.	6/8/2007	Book 661, Page 553	Liberty	Marshall	7-16-7, 7.1 & 7.2	71.000000	0.975885
1-240107-008	Kathryn Juanita Gray	Chesapeake Appalachia, L.L.C.	6/8/2007	Book 661, Page 559	Liberty	Marshall	7-16-7, 7.1 & 7.2	71.000000	0.975885
1-240107-009	Margaret A. Goetz	Chesapeake Appalachia, L.L.C.	6/25/2007	Book 662, Page 5	Liberty	Marshall	7-16-7, 7.1 & 7.2	71.000000	0.487933
1-240107-010	Merle M. Hinkle and William F. Hinkle	Chesapeake Appalachia, L.L.C.	6/26/2007	Book 662, Page 627	Liberty	Marshall	7-16-7, 7.1 & 7.2	71.000000	8.827792
1-240107-011	Marilyn J. Mincks and Eugene F. Mincks	Chesapeake Appalachia, L.L.C.	6/14/2007	Book 663, Page 286	Liberty	Marshall	7-16-7, 7.1 & 7.2	71.000000	4.391386
1-240107-012	Davey Lou Ashton	Chesapeake Appalachia, L.L.C.	6/21/2007	Book 663, Page 296	Liberty	Marshall	7-16-7, 7.1 & 7.2	71.000000	2.195698
1-240107-013	Joseph Ashton	Chesapeake Appalachia, L.L.C.	6/20/2007	Book 663, Page 295	Liberty	Marshall	7-16-7, 7.1 & 7.2	71.000000	1.951731
1-240107-014	Hayhurst Company	Chesapeake Appalachia, L.L.C.	2/27/2006	Book 667, Page 246	Liberty	Marshall	7-16-7, 7.1 & 7.2	71.000000	1.463789
1-240107-015	Paul Douglas Gray and Sally S. Gray	Chesapeake Appalachia, L.L.C.	2/3/2006	Book 679, Page 16	Liberty	Marshall	7-16-7, 7.1 & 7.2	71.000000	1.463789
1-240107-016	John Lewis Gray and Judy Gray	Chesapeake Appalachia, L.L.C.	2/4/2009	Book 679, Page 13	Liberty	Marshall	7-16-7, 7.1 & 7.2	71.000000	1.979503
1-240611-001	John Malcolm Hinds and Mary L. Hinds	Chesapeake Appalachia, L.L.C.	5/30/2007	Book 660, Page 421	Liberty	Marshall	7-19-1	138.750000	47.497276
1-240611-002	William K. Walton	Chesapeake Appalachia, L.L.C.	5/16/2007	Book 660, Page 418	Liberty	Marshall	7-19-1	138.750000	1.979503
1-240611-003	Charles W. Dobbs and Judith M. Dobbs	Chesapeake Appalachia, L.L.C.	5/9/2007	Book 660, Page 586	Liberty	Marshall	7-19-1	138.750000	0.989527
1-240611-004	Tammy M. Hostein and Bradley A. Hostein	Chesapeake Appalachia, L.L.C.	6/18/2007	Book 662, Page 1	Liberty	Marshall	7-19-1	138.750000	0.895684
1-240611-005	Kathleen D. Baker	Chesapeake Appalachia, L.L.C.	6/25/2007	Book 661, Page 648	Liberty	Marshall	7-19-1	138.750000	0.659664
1-240611-006	Robert W. Lewis and Patricia M. Lewis	Chesapeake Appalachia, L.L.C.	6/21/2007	Book 662, Page 4	Liberty	Marshall	7-19-1	138.750000	0.659664
1-240611-007	Nancy F. Patterson	Chesapeake Appalachia, L.L.C.	6/21/2007	Book 662, Page 55	Liberty	Marshall	7-19-1	138.750000	22.165864
1-240611-008	Nina M. Taylor	Chesapeake Appalachia, L.L.C.	9/14/2007	Book 664, Page 335	Liberty	Marshall	7-19-1	138.750000	3.450359
1-240611-009	Sueila Beresford Dockendorff	Chesapeake Appalachia, L.L.C.	10/2/2007	Book 664, Page 389	Liberty	Marshall	7-19-1	138.750000	0.527748
1-240611-010	Betty A. McCulley and Michael J. McCulley	Chesapeake Appalachia, L.L.C.	11/23/2007	Book 666, Page 159	Liberty	Marshall	7-19-1	138.750000	0.527748
1-240611-011	Lawrence Todd Taylor	Chesapeake Appalachia, L.L.C.	12/4/2007	Book 666, Page 156	Liberty	Marshall	7-19-1	138.750000	0.527748
1-240611-012	Hayhurst Company	Chesapeake Appalachia, L.L.C.	2/27/2008	Book 667, Page 397	Liberty	Marshall	7-19-1	138.750000	2.572769
1-240611-013	William Taylor Beresford	Chesapeake Appalachia, L.L.C.	4/17/2008	Book 669, Page 13	Liberty	Marshall	7-19-1	138.750000	3.450359
1-240611-014	Robert N. Hinds Jr.	Chesapeake Appalachia, L.L.C.	4/11/2008	Book 669, Page 16	Liberty	Marshall	7-19-1	138.750000	7.918213
1-247435-000	W. H. Loper and Berlie Loper	The Wheel Natural Gas Company	8/14/1913	Book 139, Page 493	Liberty	Marshall	7-16-6, 17-18-1, 23, 24, 25, & 26	104.000000	4.224068
1-247485-000	Sydney Whorton and Cynthia Whorton	Chesapeake Appalachia, L.L.C.	4/22/2009	Book 682, Page 249	Liberty	Marshall	7-17-31 & 82	0.100000	0.269000
1-236954-001	Charles J. Ackerman	Chesapeake Appalachia, L.L.C.	3/30/2007	Book 663, Page 490	Liberty	Marshall	7-19-30	130.070000	0.100323
1-236954-002	Charles J. Ackerman	Chesapeake Appalachia, L.L.C.	3/30/2007	Book 663, Page 305	Liberty	Marshall	7-19-30	130.070000	0.200445
1-236954-003	Charcie Ackerman	Chesapeake Appalachia, L.L.C.	10/18/2007	Book 662, Page 624	Liberty	Marshall	7-18-30	130.070000	0.200445
1-236954-004	Arthur Manning Clark	Chesapeake Appalachia, L.L.C.	10/18/2007	Book 665, Page 297	Liberty	Marshall	7-18-30	130.070000	0.200445
1-236954-005	Mary D. Garrett	Chesapeake Appalachia, L.L.C.	9/15/2008	Book 685, Page 223	Liberty	Marshall	7-19-30	130.070000	0.093531
1-232738-001	Van Walker	Chesapeake Appalachia, L.L.C.	7/19/2006	Book 685, Page 462	Liberty	Marshall	7-19-32	90.760000	0.653531
1-232738-002	Wynard L. Resagden	Chesapeake Appalachia, L.L.C.	8/11/2006	Book 687, Page 161	Liberty	Marshall	7-19-32	90.760000	0.653531
1-232738-003	Bernard R. Resagden	Chesapeake Appalachia, L.L.C.	8/11/2006	Book 685, Page 613	Liberty	Marshall	7-19-32	90.760000	1.267083

**EXHIBIT "A-1"**

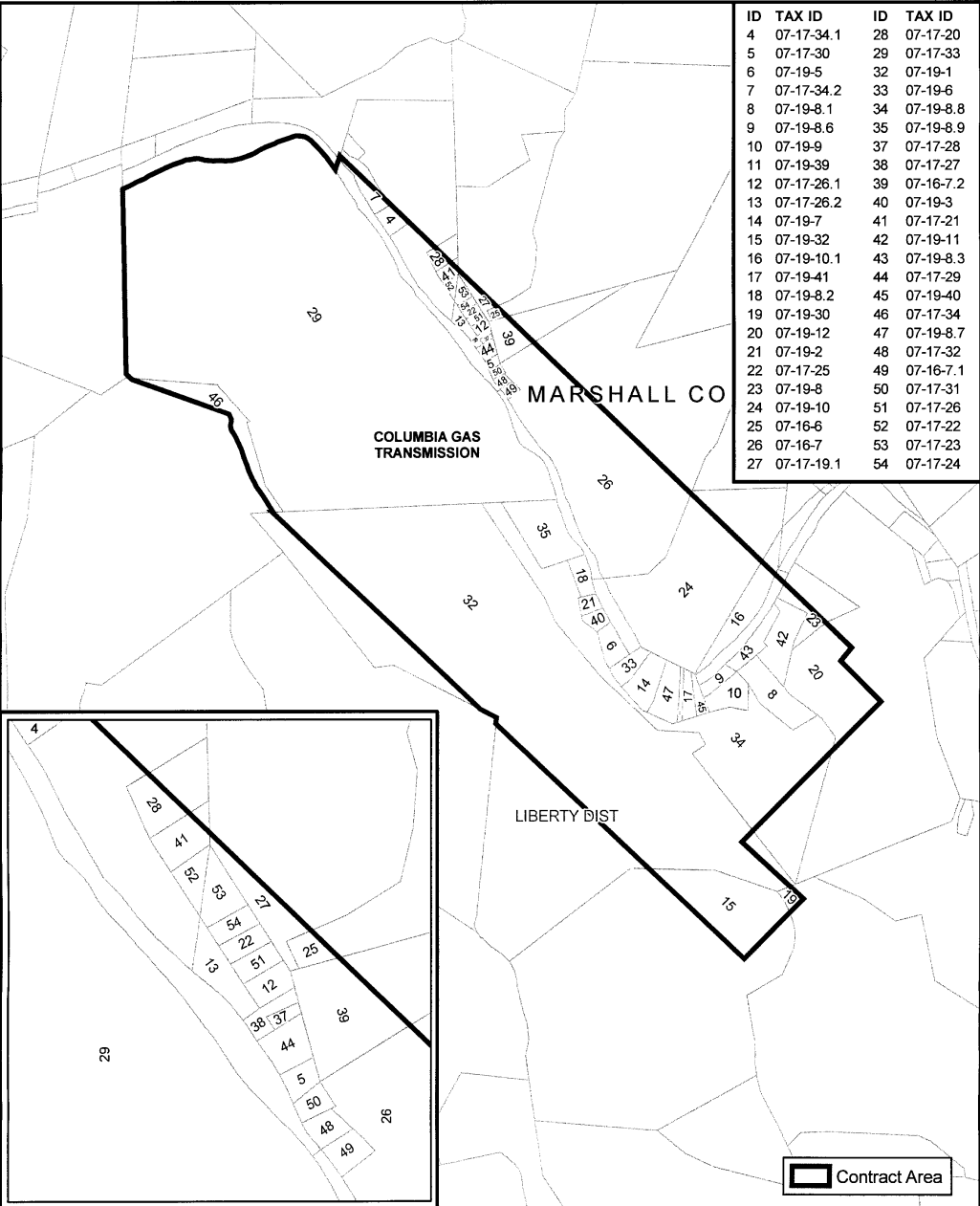
Attached to and made a part of the Recording Supplement to Operating Agreement and Financing Statement dated September 13, 2010, by and between Chesapeake Appalachia, L.L.C. and Statoil USA Onshore Properties Inc., as successor to StatoilHydro USA Onshore Properties Inc.

COLUMBIA GAS TRANSMISSION UNIT  
(f/k/a Elson Unit)  
Liberty District,  
Marshall County, West Virginia

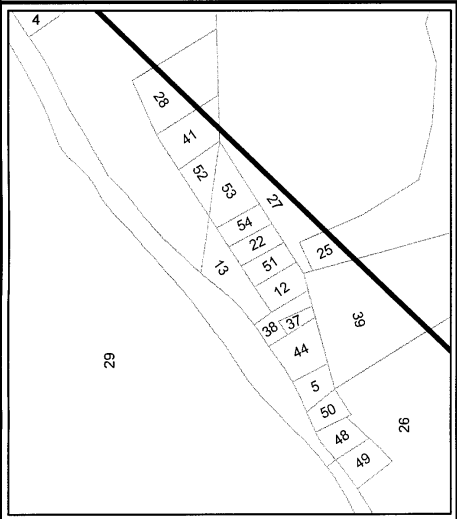
CHESAPEAKE APPALACHIA, L.L.C./STATOIL USA ONSHORE PROPERTIES INC. - JOINT LEASES CONTRIBUTED									
CHESAPEAKE LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING INFORMATION	DISTRICT	COUNTY	TAX MAP PARCEL ID NUMBERS	TITLED ACRES	NET ACRES IN UNIT
1-232735-004	Jerry Teagarden	Chesapeake Appalachia, L.L.C.	8/4/2006	Book 655, Page 396	Liberty	Marshall	7-19-32	90.760000	0.633531
1-232735-005	Thomas E. Teagarden	Chesapeake Appalachia, L.L.C.	8/10/2006	Book 655, Page 615	Liberty	Marshall	7-19-32	90.760000	0.105589
1-232735-006	Robin J. Smith	Chesapeake Appalachia, L.L.C.	8/11/2006	Book 655, Page 619	Liberty	Marshall	7-19-32	90.760000	0.105589
1-232735-007	Teryl L. Clutter	Chesapeake Appalachia, L.L.C.	8/4/2006	Book 655, Page 621	Liberty	Marshall	7-19-32	90.760000	0.105589
1-232735-008	Douglas R. Teagarden	Chesapeake Appalachia, L.L.C.	10/28/2006	Book 657, Page 158	Liberty	Marshall	7-19-32	90.760000	1.689417
1-232735-009	O.E. Buge	Chesapeake Appalachia, L.L.C.	11/6/2006	Book 657, Page 264	Liberty	Marshall	7-19-32	90.760000	2.534125
1-232735-010	Glenn Wheaton	Chesapeake Appalachia, L.L.C.	11/14/2006	Book 657, Page 213	Liberty	Marshall	7-19-32	90.760000	0.105589
1-232735-011	Charles N. Teagarden and Susan K. Teagarden	Chesapeake Appalachia, L.L.C.	12/12/2006	Book 658, Page 49	Liberty	Marshall	7-19-32	90.760000	1.261053
1-232735-012	Brian H. Teagarden	Chesapeake Appalachia, L.L.C.	11/20/2006	Book 658, Page 158	Liberty	Marshall	7-19-32	90.760000	0.844708
1-232735-013	William H. Deal Rousecable Living Trust	Chesapeake Appalachia, L.L.C.	11/15/2006	Book 658, Page 212	Liberty	Marshall	7-19-32	90.760000	0.105589
1-232735-014	Chad E. Teagarden and Bobbie Jo Teagarden	Chesapeake Appalachia, L.L.C.							

EXHIBIT "A-2"

Attached to and made a part of the Recording Supplement to Operating Agreement and Financing Statement dated September 13, 2010 by and between Chesapeake Appalachia, L.L.C. and Statoil USA Onshore Properties Inc, as successor to StatoilHydro USA Onshore Properties Inc.



ID	TAX ID	ID	TAX ID
4	07-17-34.1	28	07-17-20
5	07-17-30	29	07-17-33
6	07-19-5	32	07-19-1
7	07-17-34.2	33	07-19-6
8	07-19-8.1	34	07-19-8.8
9	07-19-8.6	35	07-19-8.9
10	07-19-9	37	07-17-28
11	07-19-39	38	07-17-27
12	07-17-26.1	39	07-16-7.2
13	07-17-26.2	40	07-19-3
14	07-19-7	41	07-17-21
15	07-19-32	42	07-19-11
16	07-19-10.1	43	07-19-8.3
17	07-19-41	44	07-17-29
18	07-19-8.2	45	07-19-40
19	07-19-30	46	07-17-34
20	07-19-12	47	07-19-8.7
21	07-19-2	48	07-17-32
22	07-17-25	49	07-16-7.1
23	07-19-8	50	07-17-31
24	07-19-10	51	07-17-26
25	07-16-6	52	07-17-22
26	07-16-7	53	07-17-23
27	07-17-19.1	54	07-17-24





**Contract Area**

**Columbia Gas Transmission Common Pad**

**Marshall Co., WV**

1 inch = 1,104 feet

Date: 6/7/2010

Projection: NAD 1983 UTM Zone 17N

0 250 500 1,000 1,500 Feet

STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, JAN PEST, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 29th day of September 2010, was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 14th day of October 2010 at 10:47 A.M.

TESTE: [Signature] Clerk.